

**SCHEDULE 1 – ACCEPTANCE PROCEDURES****1. NOTIFICATION OF ACCEPTANCE OF RIO**

- 1.1 If an Operator seeks to interconnect with PTCL on the prices, terms and conditions contained in this reference interconnect offer for the interconnection related services (the “**PTCL Services**”) contained in this RIO (including its Schedules), that Operator must submit a written acceptance to PTCL in the form provided at **Attachment A – (Notification of Acceptance)** of this Schedule.
- 1.2 The Operator, by submitting the Notification of Acceptance of RIO, will become bound by the provisions of this Schedule, including the representations and warranties contained in clause **3**.
- 1.3 The Operator shall notify its acceptance of the RIO to PTCL. An unconditional acceptance of the offer set forth in this RIO will result in a formally signed interconnection agreement precisely on the terms and conditions contained in the RIO (i.e. the “Interconnection Agreement”).
- 1.4 The Operator’s Notification of Acceptance of RIO must contain:
  - (a) the PTCL Services it wishes to be supplied with;
  - (b) the forms of interconnection requested (as specified in **Schedule 2** of this RIO);
  - (c) the type of telecommunications system license held by and the type of telecommunications services licensed for provision by the Operator;
  - (d) a designated contact person; and
  - (e) such other information as specified in **Attachment A – Notification of Acceptance of RIO**.
- 1.5 Unless otherwise agreed or, if and until PTCL finds the Notification of Acceptance of RIO to be non-conforming under clause **2.1**, and subject to clause **2.1**, PTCL and the Operator will, following execution by the Operator of the Interconnection Agreement, use their reasonable endeavours to commence discussions in relation to the implementation of the accepted prices, terms and conditions of the Interconnection Agreement within seven (7) Calendar Days of the receipt of the Notification of Acceptance of RIO, and to complete such discussions within thirty (30) Calendar Days of the receipt of the Notification of Acceptance of RIO.
- 1.6 In addition to the dispute resolution procedures provided for in clause **27 - (Dispute Resolution)** of the main agreement, both the Operator and PTCL may in accordance with the interconnection guideline issued by Authority, jointly request the Authority to provide assistance in resolving disputes regarding the execution and implementation of the Interconnection Agreement.
- 1.7 If the Operator requests services outside the scope of the RIO, the terms and conditions of the provision of such services shall remain outside the scope of this RIO.

**2. ASSESSMENT OF NOTIFICATION OF ACCEPTANCE OF RIO**

- 2.1 PTCL may find a Notification of Acceptance of RIO to be non-conforming if:

- (a) the Operator is not a cellular mobile operator using switching or routing equipment to provide telecommunications services to the public; or
  - (b) the services requested are not PTCL Services as defined by PTCL's then current RIO; or
  - (c) the services requested are outside the scope of the services that are required to be supplied to the Operator; or
  - (d) the Operator has not provided a notification in accordance with the Notification of Acceptance of RIO; or
  - (e) PTCL is already supplying the PTCL Services which are the subject of the Notification of Acceptance of RIO to the Operator pursuant to an existing agreement and the Operator has not notified PTCL of its intention to terminate the provision of the PTCL Services under that existing agreement; or
  - (f) PTCL is or has been granted an exemption by the Authority from the supply of the requested PTCL Services to the Operator or generally.
- 2.2 PTCL may apply to the Authority for an exemption from providing the PTCL Services to the Operator at any time.
- 2.3 Subject to PTCL obtaining the Authority's prior written approval, the operation of this RIO in respect of the Operator's Notification of Acceptance of RIO will be suspended for such time as the exemption process in clause 2.2 takes to operate.
- 2.4 If PTCL finds a Notification of Acceptance of RIO to be non-conforming under this clause 2 it will:
- (a) Within 15 days notify the Operator in writing; and
  - (b) provide reasons for rejection to the Operator with the notice in paragraph (a); and
  - (c) not be required to enter into an Interconnection Agreement pursuant to the Notification of Acceptance of RIO.
- 2.5 If PTCL notifies the Operator that the Notification of Acceptance of RIO is conforming, the Operator must immediately execute the Interconnection Agreement.

### **3. REPRESENTATIONS AND WARRANTIES**

- 3.1 By submitting a Notification of Acceptance of RIO, the Operator represents and warrants that:
- (a) it has power to enter into and observe its obligations under the Interconnection Agreement; and
  - (b) it has in full force and effect the authorizations necessary to enter into the Interconnection Agreement, observe obligations under it and allow it to be enforced; and
  - (c) its obligations under the Interconnection Agreement are valid and binding and are enforceable against it in accordance with its terms; and

- (d) the information provided by it to PTCL in its Notification of Acceptance of RIO is complete, true and correct, and not misleading; and
- (e) except where clause **3.3** applies, it is not a trustee at any trust or settlement.

3.2 PTCL represents and warrants that:

- (a) it has power to enter into and observe its obligations under the Interconnection Agreement; and
- (b) it has in full force and effects the authorizations necessary to enter into the Interconnection Agreement, observe obligations under it and allows it to be enforced.
- (c) its obligations under the Interconnection Agreement are valid and binding and are enforceable against it in accordance with its terms.

3.3 Where the Operator is a trustee of a trust or settlement, it will be a condition precedent to the Interconnection Agreement coming into force and effect that the Operator, the directors of the Operator and the beneficiaries of the relevant trust have entered into a deed of covenant and indemnity in a form satisfactory to PTCL to assure PTCL that the Operator has the power and authority to enter into the Interconnection Agreement and has an appropriate right of indemnity out of trust assets in respect of its liability under the Interconnection Agreement.

3.4 Each Party agrees to indemnify the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by such latter Party that arises out of or in connection with any breach of any of the representations given by such former Party in this clause **3**.

#### 4. **ADDITIONAL SERVICES**

4.1 Additional Services are PTCL Services as defined in the Interconnection Agreement, but which are not currently being supplied to the Operator. If the Operator wishes to acquire an Additional Service from PTCL, the acceptance must be in the form provided as **Attachment B** – Acceptance of Additional Service.

4.2 On receipt of an Acceptance of Additional Service(s), the procedures in clauses **1** and **2**, and the warranties in clause **3**, will be deemed to apply in relation to an Acceptance of Additional Service.

#### 5. **NEW SERVICES**

5.1 New Services are PTCL Services, that were not previously included in the Interconnection Agreement. PTCL may from time to time amend its RIO to include such New Services. If this Interconnection Agreement is amended to include New Services, which the Operator wishes to acquire, the Operator may accept such New Services from PTCL. The acceptance must be in the form provided as **Attachment C** – Acceptance of New Services.

5.2 Either Party (the “**Requesting Party**”) may, at any time, request from the other Party (the “**Requested Party**”) an agreement to interconnect their respective Systems for the provision of any New Services or facilities, which the requested Party provides under interconnection agreements to Third Party Operators.

- 5.3 On receipt of an Acceptance of New Services, the procedures in clauses **1** and **2**, and the warranties in clause **3** will be deemed to apply in relation to an Acceptance of New Services(s).
- 5.4 The requested Party shall, following a request by the Requesting Party, enter into good faith negotiations with the Requesting Party to agree terms for interconnection of the Parties' respective Systems for the provision of the New Services by the requested Party to the Requesting Party on fair and reasonable terms. Upon terms being agreed, this Agreement shall be amended to give effect to the agreed terms or, if appropriate, the Parties shall agree and enter into a new interconnection agreement.
- 5.5 If the Requesting Party requests from the requested Party an agreement for interconnection for the provision of a New Services that is not made available by the Requesting Party to Third Party Operators, the Parties shall enter into good faith negotiations to enter into an agreement for interconnection for the provision of such New Services in accordance with clauses **5.6** to **6.1** (inclusive) or otherwise as the Parties may agree.
- 5.6 The Requesting Party shall provide at the time of such request the requested Party with a written statement of its requirements addressing the matters contained in the New Services Manual.
- 5.7 Not later than 5 Business Days after receipt by the requested Party of the statement of requirements, the requested Party shall acknowledge such receipt in writing.
- 5.8 Not later than 30 Calendar Days after the acknowledgement under clause **5.7**, the requested Party shall confirm whether or not the statement of requirements is sufficient for the purpose and, if not, the requested Party shall request and the Requesting Party shall provide such further clarification of the statement of requirements as the requested Party may reasonably require. The Parties shall use their reasonable endeavours to ensure that the requested Party shall be in a position to confirm the sufficiency of the statement of requirements (with clarification, if any) within such 30 Calendar Days period.
- 5.9 Subject to the requested Party confirming the sufficiency of the Requesting Party's statement of requirements under clause **5.8**, the requested Party shall not later than:
- (a) 60 Calendar Days after the acknowledgement under clause **5.7**, confirm in writing to the Requesting Party whether it accepts an obligation to enter into an agreement to meet those requirements in accordance with the cost and other principles embodied in the requested Party's License; and
  - (b) if it does accept an obligation to do so, 75 Calendar Days after the acknowledgement under clause **5.7**, endeavour to agree with the Requesting Party a plan which addresses:
    - (i) the testing of the feasibility of the requirements and, if so feasible, the implementation of those requirements;
    - (ii) the terms and conditions, including price, applicable to the requirements; and
    - (iii) any other relevant matter.
- 5.10 If the requested Party does not accept under clause **5.9(a)** an obligation to meet the Requesting Party's requirements, negotiations to agree on terms for interconnection for the provision of the service or facility may nevertheless continue, whether by further

clarification of the statement of requirements or otherwise and without prejudice to the Requesting Party's right to request a determination from the Authority.

5.11 If the requested Party does not accept under clause **5.9(a)** an obligation to meet the Requesting Party's requirements or the requested Party does accept under clause **5.9(a)** an obligation to meet the Requesting Party's requirements but the Parties fail to agree on any aspect of the plan within the timescales referred to in clause **5.9(b)**, then the Requesting Party without prejudice to its other rights and remedies may immediately request a determination from the Authority under the provisions of the requested Party's Licence.

5.12 The provisions of this clause **5** are intended to establish a framework for the interconnection of the Parties' respective Systems for the provision of any New Services, but are not intended to prejudice the rights, liabilities and obligations of the Parties created by and under their Licences.

## **6. EFFECT OF VARIATION OF PTCL'S RIO**

6.1 PTCL may amend or withdraw its RIO from time to time with the consent of the Authority.

6.2 Any amendments made to this RIO will automatically form part of this Interconnection Agreement.

6.3 Any modification to this agreement or schedules shall be based on mutually agreed amendments signed by both Parties and registered with the Authority. Changes necessitated by amendments in the Regulations, Directions, Orders, or License conditions shall be deemed to be immediately effective and shall be incorporated as amendments as soon as possible. All such amendments shall be filed with the Authority.

**ATTACHMENT-A****NOTIFICATION OF ACCEPTANCE OF RIO – PTCL REFERENCE  
INTERCONNECTION OFFER**

1. If an Operator seeks to interconnect with PTCL on the prices, terms and conditions contained in PTCL's reference interconnect offer ("RIO"), that Operator must submit this written Notification of Acceptance of RIO to PTCL in the form as provided in Attachment A to **Schedule 1** of the RIO.

2. The Operator, by submitting the Notification of Acceptance of RIO, will become bound by the provisions of **Schedule 1** of this Interconnection Agreement, including the representations and warranties contained in clause **3** of **Schedule 1**.

3. If PTCL finds this Notification of Acceptance of RIO to be non-conforming according to the criteria in **Schedule 1** of PTCL's RIO, it will follow the procedures in that clause.

The Operator is: [Name of Company]

Company registration number:

Having its registered office at:

4. The Operator's designated contact person is:

Contact [ ]

5. The Operator requests the following Service(s): (Please tick the appropriate boxes)

Schedule 2 – Physical Interconnection	[ ]
Schedule 3 – Call Origination, Termination and Transit Service.	[ ]
Schedule 4 – Leasing of Building MDF Distribution Frame	[NA]
Schedule 5 – Emergency Services	[ ]
Schedule 6 – Directory Information Supply	[NA]
Schedule 7 – Leasing of Domestic Private Leased Circuits	[ ]
Schedule 8 – Leasing of International Private Leased Circuits	[NA]
Schedule 9 – Co-Location	[ ]
Schedule 10 – Carrier Pre-Selection	[NA]

6. The following sections are common to all Interconnection Agreements:

Main Body	[ ]
Schedule 11 – Charges	[ ]
Schedule 12 – Billing	[ ]
Schedule 13 – Glossary	[ ]

7. The Operator must provide to PTCL along with its Notification of Acceptance of RIO, at its sole cost and expense, the following information:

- A full list of shareholders and directors;
- A statement of current paid-up capital.

**ATTACHMENT- B****ACCEPTANCE OF ADDITIONAL SERVICE**

1. Additional Services are PTCL Services as defined in this Interconnection Agreement, but which are not currently being supplied to the Operator. If the Operator has already entered into an interconnection agreement with PTCL on the prices, terms and conditions contained in PTCL's reference interconnect offer ("**RIO**"), and that Operator desires any Additional Service covered by the RIO, it must submit this written Acceptance of Additional Service to PTCL, in the form as provided in Attachment B to **Schedule 1** of the RIO.

2. The Operator, by submitting the Acceptance of Additional Service, will become bound by the provisions of **Schedule 1** of this Interconnection Agreement, including the representations and warranties contained in clause **3** of **Schedule 1**.

3. The Operator is: [Name of Company:]  
 Company registration number:  
 Having its registered office at:

4. The Operator's designated contact person is:

Contact: [ ]

5. The Operator requests the following Service(s): (Please tick the appropriate boxes)

Schedule 2 – Physical Interconnection	[ ]
Schedule 3 – Call Origination, Termination and Transit Service.	[ ]
Schedule 4 – Leasing of Building MDF Distribution Frame	[NA ]
Schedule 5 – Emergency Services	[ ]
Schedule 6 – Directory Information Supply	[NA ]
Schedule 7 – Leasing of Domestic Private Leased Circuits	[ ]
Schedule 8 – Leasing of International Private Leased Circuits	[NA ]
Schedule 9 – Co-Location	[ ]
Schedule 10 – Carrier Pre-Selection	[NA ]

6. The following sections are common to all Interconnection Agreements:

Main Body	[ ]
Schedule 11 – Charges	[ ]
Schedule 12 – Billing	[ ]
Schedule 13 – Glossary	[ ]

7. The Operator must provide to PTCL along with its Notification of Acceptance of RIO, at its sole cost and expense, the following information:

- A full list of shareholders and directors;
- A statement of current paid-up capital.

**ATTACHMENT C**

**ACCEPTANCE OF NEW SERVICES**

1. New Services are PTCL Services, which were not previously included in this Interconnection Agreement. PTCL may from time to time amend its RIO to include such New Services. If this Interconnection Agreement is amended to include a New Services, which the Operator wishes to acquire, the Operator may request such New Services from PTCL. The request must be in the form provided as Attachment C – Acceptance of New Services to **Schedule 1** of this Interconnection Agreement.

2. The Operator, by submitting the Acceptance of New Services, will become bound by the provisions of Part 1 of **Schedule 1** of this Interconnection Agreement, including the representations and warranties contained in clause **3** of **Schedule 1** of this Interconnection Agreement and providing information as under:

The Operator is: [Name of Company]  
Company registration number:  
Having its registered office at:

3. The Operator’s requests the following New Services:

- [ ]
- [ ]
- [ ]
- [ ]

4. The Operator must provide to PTCL along with its Notification of Acceptance of RIO, at its sole cost and expense, the following information:

- A full list of shareholders and directors;
- A statement of current paid-up capital.